

PUBLIC RECORD ACQUISITION AGREEMENT

THIS PUBLIC RECORD ACQUISITION AGREEMENT (the "Agreement") is made and entered into as of the ^{November}~~December~~ 1 day of ~~December~~, 2008 ("Effective Date"), by and between LexisNexis Risk & Information Analytics Group Inc., a Minnesota corporation, 6601 Park of Commerce Boulevard, Boca Raton, FL 33487 ("LexisNexis") and Equifax Information Services LLC, a Georgia limited liability corporation, 1550 Peachtree Street, Atlanta, GA 30309 ("Equifax").

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9. **Indemnification and Limitation of Liability**

- (a) The information contained in the Public Record Information is retrieved by LexisNexis from courts and government entity sources deemed reliable. However, LexisNexis does not guarantee the



accuracy or completeness of any information contained in underlying public records from which the Public Record Information is collected and shall in no event be liable to Equifax or Equifax's customers for any claims, loss, costs, damages or expenses arising out of Equifax's use or the use by Equifax's customers of information in the Public Record Information database that accurately reflects the information contained in the underlying public record as of the date collected. Except as set forth in Section 3, LexisNexis does not make and hereby disclaims any warranty, express or implied, with respect to the Public Record Information provided hereunder. Without limiting anything set forth in Section 3, LexisNexis does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Public Record Information or the components thereof or the information provided hereunder. Equifax agrees to license data received from the Public Record Information database pursuant to Section 1 to its customers and/or resellers only under agreements containing a provision disclaiming all liability as to accuracy or completeness of the Equifax products and services that incorporate the Information. Equifax shall not, and shall not permit, any of its employees or sales representatives to make any additional or different warranties concerning the Public Record Information other than those expressly approved in writing by LexisNexis.

(b) Equifax will indemnify and hold LexisNexis harmless from and against any and all out-of-pocket costs, fees, losses, damages, claims and expenses, including attorneys' fees, disbursements and court costs (collectively, "Losses") arising out of, relating to or incurred as a result of any third-party claims, demands, actions, suits or other proceedings (hereinafter "Claims") to the extent that any such Claim results from (i) any negligence or intentional misconduct of Equifax in the course of performing its obligations under this Agreement; or (ii) Equifax's failure to comply with the Fair Credit Reporting Act, as amended, the Equal Credit Opportunity Act, as amended, all state law counterparts of them and all applicable regulations promulgated under any of them; or (iii) Equifax failure to accurately match Information to the appropriate consumer.

(c) LexisNexis will indemnify and hold Equifax and its officers, directors, employees, successors and permitted assignees harmless from and against any Losses arising out of, relating to or incurred as a result of any Claim to the extent that such Claim results in whole or in part from (i) any negligence or intentional misconduct of LexisNexis in the course of performing its obligations under this Agreement or (ii) LexisNexis' failure to comply with applicable law.

(d) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, UNDER ANY PROVISION OF THIS AGREEMENT, FOR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION WILL BE LIMITED TO ACTUAL DAMAGES AND SHALL NOT EXCEED : ^{Redacted} HEREUNDER.

(e) The exclusions and exculpations set forth in Section 9(d) shall not apply to (i) either party's indemnification obligations (ii) claims or damages arising from either party's willful misconduct or (iii) breach of the confidentiality obligations set forth in Section 8.

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IN WITNESS WHEREOF, Equifax and LexisNexis have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**LexisNexis Risk and Information Analytics
Group Inc.**

By: _____

Name: _____

Title: _____

James Peck
James Peck
CEO

Equifax Information Services LLC

By: _____

Name: _____

Title: _____

John Carter
John Carter
SVP. Data & Analytical Svcs.

*Lexis
Nexis
Approved*

gc